

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

BBC CHARTERING & LOGISTIC	§
GmbH & CO. K.G., BRIESE	§
SCHIFFAHRTS GmbH & CO.,	§
K.G. MS "JEMGUM" and the BBC	§
CANADA, <i>in rem</i> ,	§
Plaintiffs,	§ § CIVIL ACTION NO. H-05-4128
v.	§ §
SUZLON WIND ENERGY	§
CORPORATION and SUZLON	§
ENERGY LTD.	§ § §
Defendants.	§

MEMORANDUM AND ORDER

Pending before the Court is Intervenor Coastal Cargo of Texas, Inc.'s Motion for Partial Summary Judgment (Doc. #37) against Defendants Suzlon Wind Energy Corporation and Suzlon Energy Ltd. Counsel for Defendants has represented to the Court that Defendants are not opposed to the motion. For that reason, and the reasons set forth below, Intervenor's motion is **GRANTED**.

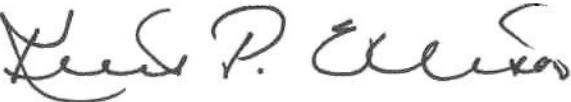
Defendant Suzlon Energy Ltd. ("Suzlon Energy") shipped wind-powered electrical generator components from India to the United States by sea. BBC Chartering & Logistic GMBH & Co. K.G. ("BBC Chartering") was the carrier, and Coastal Cargo of Texas, Inc. ("CCT") was hired by BBC Chartering to serve as stevedore. While the ship was en route from India to the United States, one of the generator components, the "Nacelle unit," caught fire and suffered damage.

The bill of lading for the shipment specified that it would be governed by the Carriage of Goods by Sea Act (“COGSA”). 46 U.S.C. App. § 1304(5) (2006). COGSA limits the liability of the carrier and the ship for loss or damage of goods to \$500 per package, unless the shipper declares a higher value for the goods in the bill of lading. *Id.* Here, although there was space on the bill of lading where Suzlon Energy could have entered a higher value for its goods, it did not do so. Thus, BBC Chartering’s liability as the carrier is limited to \$500 per package.

The bill of lading also contains a Himalaya clause, which affords all limitations of liability available to the carrier to the carrier’s agents and servants as well. Here, because CCT was acting as an agent or servant of BBC Chartering, CCT’s liability is also limited to \$500 per package. CCT is therefore entitled to summary judgment that its liability for damage to the Nacelle unit is limited to \$500.

IT IS SO ORDERED.

SIGNED this 1st day of November, 2006.



KEITH P. ELLISON
UNITED STATES DISTRICT JUDGE

**TO INSURE PROPER NOTICE, EACH PARTY WHO RECEIVES THIS ORDER SHALL
FORWARD A COPY OF IT TO EVERY OTHER PARTY AND AFFECTED NON-PARTY
EVEN THOUGH THEY MAY HAVE BEEN SENT ONE BY THE COURT**